

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GABRIELA CARMONA and EDNA
SEPULVEDA (on behalf of all others
similarly situated),

Plaintiffs,

-against-

SPANISH BROADCASTING SYSTEM,
INC., and ALL STAR VACATION
MARKETING GROUP, INC.,

Defendants.

Civil Action No. 08-CV-4475
(LAK/GWG)

**DECLARATION OF ROBERTSON D.
BECKERLEGGE**

DECLARATION OF ROBERTSON D. BECKERLEGGE

I, Robertson D. Beckerlegge, declare that:

1. I am a member in good standing of the Bar of the State of New York. I am an associate at the law firm of Baker & Hostetler LLP, counsel for All Star Vacation Marketing Group, Inc. in this action.

2. I make this Declaration upon personal knowledge and in support of Defendant, All Star Vacation Marketing, Inc.'s Motion To Dismiss and Motion to Strike Portions of Plaintiffs First Amended Class Action Complaint.

3. Annexed hereto are true and correct copies of the following documents:

Exhibit A: Terms and Conditions Form.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York

July 3, 2008

BAKER & HOSTETLER LLP

By: s/ Robertson D. Beckerlegge

Robertson D. Beckerlegge (RB1829)

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Marketing Group, Inc.

090733, 000002, 501944506.1

TERMS AND CONDITIONS

RESERVATIONS:

When making your reservation you must call reservation department to request the date you wish to travel. Select your date at least 15 days in advance of yours requested arrival and check-in date, or 45 days if you plan to arrive during a holiday period. This is required due to availability. If you need to modify or cancel your reservation for Orlando-Florida, Daytona Beach-Florida and Las Vegas-Nevada, notify it to the Reservations Department at least 72 hours in advance to avoid cancellations or modification fees (\$70), and for Dominican Republic, Mexico or Puerto Rico at least 7 days in advance to avoid cancellation and modifications fees. (\$200). All reservations and modifications are subject to availability. After your reservation is confirmed you will be called 7 days before your check in time to send you by fax or email your confirmation sheet, which you have to take with you to the Hotel Welcome Center. You can reach 1-800-9394577 / 305-3737522 / 305-3747524.

QUALIFICATIONS: Due to the saving of this package, this vacation program is a one-time offer for each purchaser and has the following restrictions: Only one package per household, maximum occupancy is determined by travel location and room size, must be of contractual age (21 years married or cohabitating couples for Orlando, Daytona Beach, and Grand Bahamas) and (25 years married or cohabitating couples for Dominican Republic, Mexico, Puerto Rico and Las Vegas). The purchaser must be gainfully employed with a combined annual income of \$50,000 and must possess a major credit card. Not valid for groups of two or more couples traveling at the same time and the purchaser cannot have traveled to the host resort within the last 12 months.

INCLUDED: Item listed on "Details of your vacation package" sheet. This vacation package is good for the included number of nights lodging at host resort or participating hotels or equivalent lodging depending on location of travel. Offers to Orlando, Daytona, and Grand Bahamas provides accommodation for up to four people sharing the same accommodations (unless otherwise stipulated), and for Dominican Republic, Mexico, Puerto Rico and Las Vegas provides accommodation for 2 adults and 2 children (unless otherwise stipulated).

NOT INCLUDED: Any items not listed on "Details of your Vacation Package" sheet, including but not limited to: airfare, transportation, hotel taxes, cruise booking fees, hotel deposits, certificate and administrative fees, services charges, meals, roll away bed, phone usages and /or any other items of a personal nature. (Exceptions apply for Caribbean All Inclusive packages). These items are not included in this offer and are sole responsibility of the user. Florida state room/tourist tax is currently 9-13%; this may change without notice and actual taxes depend on location of stay. This tax is to be paid by the traveler to the resort or hotel at the time of checking out. Extended stays by the user of this Vacation Package may possible, depending on availability of space at the prevailing rate and location of travel. Rates depend on time of year, availability and type of accommodations. Stays may be no longer than five (5) nights for hotel accommodation at Orlando-Florida; two (2) nights at Las Vegas; two (2) at Daytona Beach, and Grand Bahamas; and seven (7) at Dominican Republic, Mexico or Puerto Rico.

TRANSFER: This Vacation package cannot be resold, bartered, or redeemed for cash. All Federal, State, and Local laws apply. The laws of State of Florida govern this Vacation package. This package is transferable to qualifying person(s). To transfer a package, ALL STAR VACATION MARKETING GROUP must receive transfer notice in writing by both parties involved, as well as new contact information for the new qualifying traveler. Packages must be transferred in their entirety and are subject to a \$29.99 transfer fee.

LIABILITY: This vacations package is not valid where prohibited by law. This vacation package accepts no responsibility or liability for any damages, expenses or inconvenience due to loss, injury and/or any damage to any person or property for any cause whatsoever as a result of acceptance or use of the vacation offer. The vacation package also accepts no responsibility for any verbal claims or representations other than those specified in this contract. ALL STAR VACATION MARKETING GROUP reserves the rights to substitute equivalent accommodations or locations if those stipulated in the package are not longer available for any reason.

CANCELLATION: ALL STAR VACATION MARKETING GROUP prides itself in customer satisfaction and in accordance with Florida State statutes; you may cancel this contract without any penalty or obligation within 30 days from the date of purchase, whichever occurs later. You may also cancel this contract if accommodations or facilities are not available pursuant to a request for use as provided in the contract. If you decide to cancel you must notify All Star Vacation Marketing Group in writing of your intent to cancel by returning the certificate and sending notice to: All Star Vacation Marketing Group (attn) Customer Service, 825 Brickell Bay Dr. Suite 216, Miami-FI 33131. The certificate is defined as the vacation package material in its entirety delivered to the customer. No purchaser should rely upon representations other than those included in this contract. This contract is for the purchase of a vacation certificate and puts all assignees on notice of the consumer's right to cancel under section 559.933, Florida Statutes.

DETAILS OF PARTICIPATION: Vacations packages are discounted for the purpose of introducing the benefits of vacation ownership. You are required to attend a 90 minutes presentation with no obligation to purchase. This programs is designed for individuals or married couples. If married or cohabitating, both husband and wife/cohabitants must attend the presentation together. Participants of this package must show two (2) forms of ID before the preview, which must be a valid driver's license and a major credit card. No premiums can be given if the tour is not taken or if you do not qualify at the time of check in and you may be charged full retail rates for your accommodations.

EXPIRATION: Travel must be completed within 24 months of purchase of packages (unless otherwise stated). The expiration date of this vacation offer can be extended 6 more months with a \$50 renewal fee. Packages can be extended for up to 1 year at a time.

SUBJECT TO CHANGE: All terms and conditions of packages contained within this offer are subject to change without prior notice. Vacation packages will be fulfilled by: All Star Vacation Marketing Group.

LIZ HIRAN

RESERVATIONS MANAGER

